

REMARKS/ARGUMENTS

The Official Action rejects Claims 1-30 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,553,346 to Walker et al. Applicants submit that independent Claims 1, 12, 19, 27, 30, and 31 are patentably distinguishable from Walker. Independent Claim 27 has been amended to further distinguish Walker. Claims 6, 15, and 22 have been canceled. In light of the claim amendments and subsequent remarks explained more fully below, Applicants respectfully request reconsideration and allowance of the claims.

Walker discloses a conditional purchase offer (CPO) management system for receiving and processing CPOs for packages of component goods or services. The CPO management system deconstructs an overall package CPO submitted by a buyer into component CPOs that are individually offered to sellers. For example, a package could include components for air travel, hotel, and car rental, at a buyer-defined price. The CPO management system may filter components provided to various sellers, such as by the industry associated with the component. The CPO management system calculates an offer price for each component based on the total price offered by the buyer, as adjusted by the reserved margin based on the likelihood that all components will be bound (if appropriate), and multiplied by the ratio of the market price of the respective component CPO to the total market price of the package. The CPO management system can determine if one or more sellers accepts or rejects a given component by providing the component to each seller, or by applying CPO rules (i.e., restrictions defined by an agency-based seller) to the component to render a decision to accept, reject, or counter a component on behalf of a seller. If each component is accepted, the CPO management system binds the buyer on behalf of each of the accepting sellers to purchase the entire package. A monitoring process may be used to determine if each component has been accepted. If a component has not been accepted and is not expired, then the CPO management system may allocate additional margin if the CPO has been active for a predetermined posting time.

(A) Independent Claims 1, 12, and 19

Independent Claim 1 recites a system for auctioning consumer demand that includes a request adaptor that receives a first data set (*e.g.*, PNR) in a first protocol, converts the first data

set into a second data set (*e.g.*, standard protocol) in a second intermediate protocol, and then converts the second data set into a third data set (*e.g.*, travel request) in a third protocol. Similarly, Claims 12 and 19 recite a system and method, respectively, that include a request adapter for receiving a PNR from a distribution system (*e.g.*, GDS) and converting the PNR into a travel request.

Walker does not disclose converting a first data set into a second data set and further converting the second data set into a third data set, as recited by independent Claim 1. In contrast, Walker only discloses that a package CPO may be deconstructed into component CPOs. Even if the deconstruction into component CPOs is considered a conversion into a second data set, Walker does not otherwise teach or suggest that the component CPOs are converted into a third data set. Thus, Walker only discloses that the CPO package is broken down into individual components so that each component may be bid on by sellers.

Similarly, Walker does not disclose converting a PNR into a travel request, as recited by independent Claims 12 and 19. In fact, Walker does not disclose using PNRs at all let alone converting a PNR into a travel request. Rather, Walker only discloses that buyers submit binding package CPOs, such as a travel-related package including air travel, hotel, and car rental, but does not disclose that such package CPOs are derived from respective PNRs.

As such, Applicants respectfully submit that the rejection of independent Claims 1, 12, and 19, and those claims that depend therefrom, under 35 U.S.C. § 102(e) is therefore overcome.

(A) Independent Claims 1, 12, 19, and 31

Although Applicants submit that independent Claims 1, 12, and 19 are distinguishable for at least those reasons discussed above, Applicants submit that Claims 1, 12, and 19 are further distinguishable from Walker. In this regard, Walker does not teach or suggest creating, forming, or reorganizing travel requests into groups, as recited by Claims 1, 12, 19, and 31. In particular, Claim 1 recites creating at least one group including the third data set and other data sets in the third protocol, while Claims 12 and 19 recite creating/forming at least one group including the travel requests and other travel requests. Moreover, Claim 31 recites reorganizing the requests

for travel into groups having the same or similar items. For example, a request with the same departure and arrival information may be grouped together.

Conversely, Walker does not teach or suggest grouping package CPOs or component CPOs into groups. Walker only discloses that package CPOs are deconstructed into components that are individually offered to sellers. Walker does not further disclose that the components are re-grouped in any particular manner. Moreover, Walker does not disclose that package CPOs or component CPOs from different buyers are grouped prior to submitting the components to sellers.

Therefore, Applicants respectfully submit that the rejection of independent Claims 1, 12, 19, and 31, and those claims that depend therefrom, under 35 U.S.C. § 102(e) is overcome.

(B) Independent Claim 27

Independent Claim 27 has been amended to recite reevaluating a price and an availability of the travel request offered at the distribution system to fulfill the travel request. As disclosed on page 11 of the specification of the present application, the dynamic packaging orchestrator and continuous shopping engine module (“DPO/CSE module”) uses fare and availability updates from the fare and availability monitor to continuously shop for travel products or services that are capable of satisfying the travel request.

Walker does not teach or suggest reevaluating a price and an availability of the travel request offered at the distribution system to fulfill the travel request, as recited by independent Claim 27. Walker arguably discloses changing the offer price of a component CPO by reallocating the margin if the component remains unaccepted for a given period of time, but does not disclose reevaluating the offer price based on a change in price or availability of a travel request at a distribution system. Moreover, Claim 27 recites continuously shopping the travel request at a *distribution system* (e.g., global distribution system), reevaluating a price and an availability of the travel request at the *distribution system*, and booking the travel request at the *distribution system*. In contrast, Walker only discloses that the CPO management system modifies the offer price by reallocating the margin before providing the modified price to sellers,

but does not teach or suggest that the CPO management system reevaluates a price and an availability of the travel request at a distribution system as recited by the claimed invention.

As such, Applicants submit that the rejection of independent Claim 27, and those claims that depend therefrom, under 35 U.S.C. § 102(e) is therefore overcome.

(C) Independent Claim 30

Independent Claim 30 recites a dynamic packaging orchestrator and continuous shopping engine (DPO/CSE) that includes a dynamic packaging management module for dividing one or more grouped travel requests into a plurality of individual requests represented in the one or more grouped requests and creating additional requests based on flexibility rules. The DPO/CSE also includes a dynamic connection constructor module for receiving the one or more grouped requests and generating a list of alternate requests based on a consumer's flexibility, and submitting the alternate requests to the dynamic packaging management module. In addition, the DPO/CSE includes a bid management module for receiving the plurality of requests, the additional requests, and the alternate requests from the dynamic packaging management module. Each of the requests are offered for bidding and when a bid is received, a determination is made to ascertain if the bid is acceptable before booking the bid.

In contrast, Walker does not disclose creating additional requests based on flexibility rules, generating a list of alternate requests based on a consumer's flexibility, offering the additional/alternate requests for bidding, and/or receiving bids on the additional/alternate requests and determining whether one or more bids are acceptable. Conversely, Walker simply discloses that package CPOs are received and deconstructed into component CPOs. In addition, Walker discloses that the package CPOs submitted by buyers are binding such that Walker teaches away from creating additional requests based on flexibility rules or generating alternate requests based on a consumer's flexibility. Thus, more than one package CPO could be created, but its creation would result in more than one binding offer. Such an outcome is contrary to the teachings of Walker, as the buyer would be bound by multiple binding package CPO.

Therefore, Applicants respectfully submit that independent Claim 30 is distinguishable from Walker, and that the rejection under 35 U.S.C. § 102(e) has been overcome.

CONCLUSION

In view of the amendments and remarks presented above, it is respectfully submitted that all of the present claims of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicants' undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON October 11, 2006.

LEGAL01/13019813v1